

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re :
 : Chapter 7
DAVID GOLDMAN, :
 : Case No: 11-11371-SHL
Debtor. :
 :
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**SECOND STIPULATION EXTENDING THE CHAPTER 7 TRUSTEE’S TIME TO
ASSUME OR REJECT THE ESTATE’S RIGHTS IN A CERTAIN LEASE**

Salvatore LaMonica (the “Trustee”), as chapter 7 trustee for the estate of David Goldman, the debtor in the above-captioned case (the “Debtor”), and James Development, the landlord for the Premises (as defined below) (the “Landlord”), by their respective counsel, hereby stipulate as follows:

WHEREAS, on March 29, 2011 (the “Filing Date”), the Debtor filed a voluntary petition for relief pursuant to chapter 7 of Title 11 of the United States Code (the “Bankruptcy Code”); and

WHEREAS, as of the Filing Date, the Debtor was a party to a rent stabilized lease (the “Lease”) for an apartment located at 420 Riverside Drive, Apt. GE, New York, New York 10025 (the “Premises”); and

WHEREAS, the Trustee and the Landlord are presently discussing a potential sale of the estate’s interest in the Lease and the Premises; and

WHEREAS, pursuant to a Stipulation and Order dated May 27, 2011, the Trustee’s time to assume or reject the Lease was previously extended to June 29, 2011; and

WHEREAS, pending the negotiations between the Trustee and the Landlord the parties have agreed to extend the Trustee’s time to assume or reject the Lease.

IT IS HEREBY STIPULATED AND AGREED that:

1. The Trustee's time to assume or reject the Asserted Lease is extended to July 29, 2011.
2. The Trustee's time to assume or reject the Lease may be further extended by written agreement between the Trustee and the Landlord and without further order of the Court.
3. The Bankruptcy Court shall have exclusive jurisdiction and venue regarding any dispute arising under or relating to this Stipulation.
4. This Stipulation shall be governed by the United States Bankruptcy Code and the internal laws of the State of New York, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.
5. By signing below, each signatory represents that he or she is authorized to bind his or her respective client.
6. This Stipulation may be signed by facsimile and in counterpart originals with the same force and affect as if fully and simultaneously signed on a single original document.

Dated: June 10, 2011
Wantagh, New York

LAMONICA HERBST & MANISCALCO, LLP
Counsel to the Trustee

By: s/ Holly Rai
Holly Rai, Esq.
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Wantagh, New York 11793
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Dated: June 10, 2011
New York, New York

KUCKER & BRUH, LLP
Counsel to the Landlord

By: Saul D. Bruh
Saul D. Bruh, Esq.
747 Third Avenue
New York, New York 10017
(212) 869-5030

IT IS SO ORDERED this ____ day of June 2011

Honorable Sean H. Lane
United States Bankruptcy Judge